

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

1. SOLICITATION NUMBER  <b>SP0412-03-R-3410</b>	2. (X one) <table border="1"><tr><td><input type="checkbox"/></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td><input checked="" type="checkbox"/></td><td>b. REQUEST FOR PROPOSAL(RFP)</td></tr><tr><td><input type="checkbox"/></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr></table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE  <b>2003 JUN 19 2:00 PM</b>
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

**INSTRUCTIONS**

**Note:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)  <b>Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770</b>	5. ITEMS TO BE PURCHASED (Brief description)  <b>3 NSNs See Attachment 1</b>
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**6. PROCUREMENT INFORMATION (X and complete as applicable)**

<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

**7. ADDITIONAL INFORMATION**

**Multiple NSNs**

**8. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial) <b>J. RICHARDSON, PZGKDB3</b>	b. ADDRESS (Include Zip Code) <b>Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151</b>
c. TELEPHONE NUMBER (Include Area Code and Extension) <b>(804) 279-6336</b>	d. E-MAIL ADDRESS <b>Janice.Richardson@dla.mil</b>

**9. REASONS FOR NO RESPONSE (X all that apply)**

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

**10. MAILING LIST INFORMATION (X one)**

WE ☐ DO ☐ DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
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**c. ACTION OFFICER**

(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)
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FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0412-03-R-3410	
DATE (YYMMDD)	LOCAL TIME
2003 JUN 19	2:00 PM

TO Defense Supply Center Richmond  
ATTN: DSCR-JJC  
8000 Jefferson Davis Highway  
Richmond, Virginia 23297-5860

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>-&gt;</b>		RATING		PAGE OF PAGES <b>1 21</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>SP0412-03-R-3410</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2003 MAY 19</b>	
						6. REQUISITION/PURCHASE NO. <b>PRDSCRJRKDF100</b>	
7. ISSUED BY <b>Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151</b>		CODE <b>SP0400</b>		8. ADDRESS OFFER TO (If other than Item 7) <b>Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860</b>			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

### SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 33) until 2:00 PM local time 2003 JUN 19  
(Hour) (Date)

FAX Number(s): (804)279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <b>-&gt;</b>		A. NAME <b>J. RICHARDSON, PZGKDB3</b>		B. PHONE / FAX (NO COLLECT CALLS) <b>(804) 279-6336 / FAX: 279-2418</b>		C. E-MAIL ADDRESS <b>Janice.Richardson@dla.mil</b>	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<b>X</b>	<b>A</b>	SOLICITATION/CONTRACT FORM	<b>1</b>	<b>X</b>	<b>I</b>	CONTRACT CLAUSES	<b>10</b>
<b>X</b>	<b>B</b>	SUPPLIES OR SERVICES AND PRICES/COSTS	<b>6</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
<b>X</b>	<b>C</b>	DESCRIPTION/SPECS/WORK STATEMENT	<b>8</b>	<b>X</b>	<b>J</b>	LIST OF ATTACHMENTS	<b>16</b>
<b>X</b>	<b>D</b>	PACKAGING AND MARKING	<b>8</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<b>X</b>	<b>E</b>	INSPECTION AND ACCEPTANCE	<b>9</b>	<b>X</b>	<b>K</b>	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<b>16</b>
<b>X</b>	<b>F</b>	DELIVERIES OR PERFORMANCE	<b>9</b>				
	<b>G</b>	CONTRACT ADMINISTRATION DATA		<b>X</b>	<b>L</b>	INSTRS., CONDS., AND NOTICES TO OFFERORS	<b>19</b>
<b>X</b>	<b>H</b>	SPECIAL CONTRACT REQUIREMENTS	<b>10</b>	<b>X</b>	<b>M</b>	EVALUATION FACTORS FOR AWARD	<b>21</b>

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: <b>-&gt;</b>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
15D. FAX NO.			15E. E-MAIL ADDRESS		

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>-&gt;</b> ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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This solicitation includes the following attachments which should be downloaded from the DSCR website  
<http://www.dscr.dla.mil/proc/VPV/specacquisitions.htm>

Attachment 1 - List of NSNs  
Attachment 2 - List of Surge NSNs  
Attachment 3 - Statement of Work (SOW), SP0412-03-R-3410, Unrestricted,  
B-1 Bomber SMS, Miscellaneous Hardware  
Attachment 4 - Quality Matrix  
Attachment 5 - Past Performance Questionnaire  
Attachment 6 - List of Part Numbers for each NSN

Contract Type: Firm Fixed Price, Indefinite Delivery/Indefinite Quantity Contract. The Guaranteed minimum for the base period and the option period will be determined at the time of award. The estimated contract dollar value for the 7 NSNs listed in Attachment 1, covering the five (5 year) period of performance is \$42,027.50.

The Offeror has 20 days from the issue date stated in block 5, SF 33, to seek clarification of any terms and conditions contained herein or to notify the Contracting Officer of any technical issues related to any NSN listed on Attachment 1. Questions or issues must be forwarded by emailed to the Buyer at Janice.Richardson@dla.mil.

## SECTION B, SCHEDULE

## 1. AUTHORIZED USER:

The Defense Supply Center Richmond (DSCR), a Division of the Logistics Agency (DLA), may issue delivery orders to the awardee for the supplies cited in Attachment 1 for shipment to DSCR stock location in Richmond, Virginia.

## 2. ADDITIVE CLINS:

CLIN 6000 -- Surge and Sustainment Requirement. NOTICE TO OFFERORS: CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the Contractor should not ship such quantities without the receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment 2. The Offeror must specify the percentage of price increase for surge quantities or state 'none'. If the Offeror fails to do so, the Offeror will be evaluated with no additional charge for surge quantities. See Surge clauses and Section L for additional information. Unit pricing for the Surge NSNs should be placed in Attachment 2.

SURGE SUPPORT -- PLUS \_\_\_\_\_%

CLIN 6001 -- Capability Assessment: Cost, if any, that the Contractor would incur in complying with the requirement to conduct a surge

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validation plan. If none, state 'none'. Reference clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

\$ \_\_\_\_\_.

CLIN 6002 -- Investment Cost: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26. \$ \_\_\_\_\_.

CLIN 9925 -- Special Tooling. The Offeror shall identify any required special tooling and provide prices, if applicable. The Offeror must review the Quality Matrix, Attachment 4, to determine if Government Tooling applies.

CLIN 9999 -- Option Period 1 \$ \_\_\_\_\_. The Offeror shall provide pricing in Attachment 1.

## NOTES CONCERNING SPECIFIC CLAUSES:

## Section E:

(E6) 52.246-15, Certificate of Conformance. This clause is not applicable to Federal Supply Class 1560, 1670, 1680, 3110, 3120, and 3130 or FSGs 28, 29 and 34; surplus items, hazardous material, first article testing, Navy Critical Safety Items (CSI).

(E14) 52.246-9G16, Inspection and Acceptance Point (I&A). I&A, first shipment only may apply to any non-critical item. DCMA and the Contractor may establish which non-critical NSNs may be subject to I&A first shipment only.

## Section F:

(F17) 52.211-9G51, Indefinite Quantity DSCR, (FEB 1996).

## Note:

Paragraph (b). The minimum order quantity is established in Attachment 1 for each line item. The guaranteed minimum is established in clause 52.216-22, Indefinite Quantity as set forth below.

## Section I

( I67 ) 52.216-19, Order Limitation (Oct 1995)

Paragraph (a) minimum order quantity revised as follows:

(a)Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the amount specified in Attachment 1, minimum order quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(I71) 52.216-22, Indefinite Quantity

Last sentence paragraph (d):

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(d) Date when the Contractor will no longer be responsible for deliveries will be determined in accordance with Paragraph 8.0, Contract Closeout, specified in the Statement of Work.

Note for clause 52.216-22:

1. Under clause 52.216-22 (b), the 'minimum' contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only as computed below. The minimum will not guarantee orders for any particular item or group of items. The Government will not guarantee a minimum for the option periods. The Government will compute a different minimum if more than one contract is awarded under this solicitation in accordance with the following formula:

10% of the aggregate of the extended dollar value of the minimum order quantity (MOQ) for the NSNs, computed by:

$10\% \times [\text{NSN1 price} \times \text{MOQ}] + [\text{NSN2 price} \times \text{MOQ}] + [\text{NSN3 price} \times \text{MOQ}] + \text{etc}$

The maximum contract value is defined as:

200% of the aggregate of the extended dollar value of the estimated contract value for the base period or each option period. The estimated contract value is shown at the top of this page.

(I92BB) 52.217-9G15, Flexible Options DSCR (JAN 2000) ALT I  
Paragraph (a) is revised as follows:

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the three (3) year base period base year. It also includes one (1) option for two (2) years. Each option year is also for an indefinite quantity, but there is no guaranteed minimum. Each year also has a stated maximum, which applies to that year. In the event the Government orders up to the stated maximum prior to the end of any current contract year, the Government reserves the right, with the notice prescribed below, to exercise the next option year before the expiration of the current contract year. In the event the Government exercises this right, the remaining option years will be moved forward to coincide with the exercise of the option year.

(I142) 252.225-7007, BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENT PROGRAM, Foreign end products subject to the Trade Agreements Act and NAFTA are those in the Federal Supply Groups (FSG) listed in the DFARS 225.401-70. If a product is not in one of the listed groups, the Trade Agreements Act and NAFTA do not apply. For more information, Offerors should review DFARS 225.401-70.

Section K

Representations and Certifications. Contractors are reminded to fill in all clauses in Section K of the solicitation.

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## Business System Modernization (BSM)

As the Government transitions into BSM, the following clauses may be added for any contract line item impacted by the BSM transition:

52.211-9G45, Electronic Contracting - Special Marking Instructions-ALT II  
252.246-7000, Material Inspection and Receiving Report

BSM NSNs may be identified during negotiations, if applicable. Separate contract awards may be established for NSNs identified as BSM NSNs. If no BSM NSNs are determined to be in Attachment 1, then all BSM clauses cited above are self-deleting.

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SEE ATTACHMENTS



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<p>NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.</p> <p>Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLs), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.</p> <p>FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.</p>			<p>have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.</p> <p>(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANS can be obtained from the DAAS web site by going to <a href="http://www.daas.dla.mil">www.daas.dla.mil</a>, then select SYSTEMS &amp; SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.</p> <p>(f) Specifics of the POPS System can be obtained from:</p> <p>Defense Supply Center, Richmond          Directorate of Planning and Resource Management          Systems and Procedures Division          ATTN: DSCR-OZP, Sharon Glasscock          8000 Jefferson Davis Highway          Richmond, VA 23297-5516          (Phone: (804) 279-3172)</p> <p>(g) The POPS implementation convention can be viewed by going to the DSCR web site at <a href="http://www.dscr.dla.mil/edi/pops/pops.htm">www.dscr.dla.mil/edi/pops/pops.htm</a>. The link for 850 and 856 POPS is: <a href="http://www.dscr.dla.mil/edi2/pops1.htm">www.dscr.dla.mil/edi2/pops1.htm</a>.</p> <p>(h) The following vendor EDI/Y2K information applies:</p> <p>EDI/Y2K Point(s) of Contact:</p> <p>Phone Number(s):</p> <p>Value Added Network (VAN):</p> <p>ISA07 Qualifier:</p> <p>ISA08 Identifier:</p> <p>GS03 Identifier:</p>		
<b>SECTION B</b>					
B24A	14-1	<b>FACSIMILE BIDS/PROPOSALS</b> <b>DSCR (MAR 1999)</b>			
<p>(a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.</p> <p>(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offers are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.</p> <p>(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.</p> <p>(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.</p>					
B33C	17-13	<b>POPS-GENERAL SOLICITATION NOTICE</b> <b>DSCR (OCT 2001)</b>			
<p>Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 1 option years. See DSCR Clause 52.217-9G1 (Section I).</p>					
<b>SECTION C</b>					
C3A	52.211-9G33	<b>POPS - COMPUTER COMPATIBILITY</b> <b>DSCR (MAR 2001)</b>			
<p>(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.</p> <p>(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.</p> <p>(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:</p> <p>850 Purchase/Delivery Order Transaction Set          856 Ship Notice/Manifest Transaction Set</p> <p>(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and</p>					
<p>NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.</p> <p>NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.</p>					
D4K	52.211-9G73	<b>PACKAGING AND MARKING</b> <b>REQUIREMENTS (JUL 2002) DSCR</b>			
<p>(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.</p> <p>(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:</p> <p>Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.</p> <p>OCONUS shipments          FMS shipments          Hazardous material, as cited in the AID or in the</p>					
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## Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:  
www.dscc.dla.mil/downloads/packaging/dlai4145\_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

## SECTION E

E3 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

E5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

- [ ] Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above.  
Specify \_\_\_\_\_
- [ ] Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.
- [ ] An existing system modeled after  
[ ] MIL-I-45208 or  
[ ] MIL-Q-9858  
and not previously determined insufficient for the Government's purpose.  
THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.

Third party certification/registration is not required nor will it be considered a substitute for the Government's

right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment.  
DSCR (MAR 2000)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

QUALITY ASSURANCE PROVISION (QAP) B02 DSCR (JUN 1998)

E14 52.246-9G16 INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: [ ] Destination [X] Origin

Acceptance point: [ ] Destination [X] Origin

[ ] Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

QUALITY ASSURANCE PROVISION (QAP) 001 DSCR (JAN 1999)

QUALITY ASSURANCE PROVISION (QAP) 003 DSCR (JUL 1997)

## SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F16 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)

Delivery orders will be issued by DSCR and shall specify date of delivery which will not be less than

	STOCK	DVD
FOB Destination	100 days	N/A days
FOB Origin	N/A days	N/A days

after the order is mailed to or otherwise furnished to the contractor.

F16A 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY ALTERNATE I DSCR (FEB 1996)

F28BB 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

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F31	252.246-7000	<b>MATERIAL INSPECTION AND RECEIVING REPORT DFARS (DEC 1991)</b>	<p>greater than or equal to 90 is realized, the authorized markup is reduced to 20%. If a fill rate less than 90 but greater than or equal to 85 is realized, the authorized markup is reduced to 17%. A fill rate of less than 85% is determined to be an unacceptable level of performance. If the calculated fill rate is less than 85% for two successive contract periods, the Government may terminate the contract for default; however, if the contract is not terminated, the authorized markup for a fill rate less than 85% is reduced to 14%.</p> <p>(c) Items for which orders are received in the first 6 month period that cannot be filled for any of the following reasons will not be used in the Fill Rate calculation:</p> <ul style="list-style-type: none"> <li>--No Government stock transferred and lead time to obtain stock is greater than the time between inclusion of the item on the contract (i.e. contract award or contract modification) and the time in which the item would normally be included in the fill rate calculation for the next contract period.</li> <li>--Government Due In not received by the contractor.</li> <li>--Contractor receives order(s) for quantities greater than the Government provided annual demand estimate.</li> </ul> <p>(d) The fill rate will be calculated semiannually on a cumulative basis for all orders received in the semiannual contract period. In order to avoid administrative problems, the period of time used to calculate the fill rate and the period of time to which a particular authorized markup apply will not coincide. The contractor will calculate the fill rate for the preceding six months when the tenth month of the contract is completed. The calculated fill rate and the date on which this calculation is based will be provided to DPRO and DSCR within 30 days after completion of the tenth month and thereafter each subsequent six month period for confirmation and concurrence of fill rate.</p> <p>(d) The percentage of on time shipments will be calculated on a semiannual basis. For this clause only, dates will be calculated starting with the first complete day after receipt of the order, for example if the order is received at 4:00 p.m. on Monday, shipment at any time during Tuesday will be counted as shipping on the first day. For the purpose of this clause only, months will be calculated starting with the first complete calendar month after the beginning of the contract, for example, if issue of the contract is Aug 12, 1994, the first month is September, 1994. Complete records of the fill rate will be maintained and made available for Government inspection.</p> <p>(e) The Government will prepare a modification to the contract adjusting the authorized markup as needed effective the beginning of the thirteenth month. The subsequent periods for fill rate calculation and authorized markup adjustment will be six months from each previous calculation/adjustment. The authorized markup for the initial twelve month contract period is 17%.</p>			
<b>DSCR NOTES:</b> <p>In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:</p> <p>[X] Defense Supply Center, Richmond 1 CY 8000 Jefferson Davis Highway Directorate of Business Operations ATTN: Inventory Control Manager Richmond, VA 23297-5862</p> <p>[ ] OTHER: NO. CY(s)</p> <p>Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.</p> <p>WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).</p> <p>WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.</p> <p>WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.</p> <p>EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c) (3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay. DSCR (DEC 1991)</p>						
F38	52.247-55	<b>F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)</b>				
F40	52.247-58	<b>LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)</b>				
F55	52.247-9G11	<b>MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)</b>				
<b>SECTION H</b>						
H6B	52.216-9G18	<b>FILL RATE DSCR (FEB 1996)</b>	<b>H6H 52.216-9G24 ON TIME FILL OF BACKORDERS DSCR (FEB 1996)</b>			
<p>(a) Definitions. As used in this Clause:</p> <p>(1) 'Fill rate' means the percentage of the total quantity of the items ordered which are shipped within 10 days of receipt of order. For example, if ten orders of ten each are received and eight shipments of 10 each and one shipment of five each are made in response to nine of the orders, a fill rate of 85% has been obtained. The fill rate achieved during each semiannual period will be used to set the authorized markup for the following period.</p> <p>(2) 'Receipt of the order' means the date on which the electronic transmission of the requisition/delivery order is made from the Inventory Control Point (ICP) to the contractor. Requisitions will be issued for DLA owned stock. Delivery orders will be issued for new material.</p> <p>(3) 'Shipment' means the date on which the item is delivered by the contractor to the designated carrier.</p> <p>(b) The contractor agrees to provide a fill rate of 95% for the items included on this contract. If the agreed upon fill rate of 95% is achieved the markup to the contract price which the contractor is authorized to charge is 23%. If a fill rate lower than 95% but</p>			<p>A backorder is defined as a requirement for an item which cannot be filled within 100 days of receipt of order. The contractor agrees to ship 90% of all backordered items within 90 days of receipt of the order. Receipt of the order is defined as the date on which the electronic transmission of the requirement is made from the Inventory Control Point (ICP) to the contractor. Shipment is defined as the date on which the item is delivered by the contractor to the designated carrier. The percentage of backorders filled on time will be calculated on a semiannual basis concurrent with the fill rate calculations.</p>			
<b>SECTION I</b>						
I2	52.202-1	<b>DEFINITIONS (DEC 2001)</b>				
I4	52.203-3	<b>GRATUITIES (APR 1984)</b>				
I5	52.203-5	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>				
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I6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	I50D	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)	
I7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	I50F	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	
I8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I50K	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)	
				ALTERNATE I	(OCT 1997)	
			I50L	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	
I9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I50M	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)	
I9A	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)	I60	252.215-7000	PRICING ADJUSTMENTS DFARS (DEC 1991)	
I10	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)	I61	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS DFARS (OCT 1998)	
			I66	52.216-18	ORDERING (OCT 1995)	
I14B	52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --			
I15A	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)	FROM: DATE OF AWARD			
I16	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)	THROUGH: 365 DAYS AFTER EFFECTIVE AWARD DATE			
(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> .			DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by N/A. The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.			
DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items. DSCR (MAY 1998)			I67	52.216-19	ORDER LIMITATIONS (OCT 1995)	
I17	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)	(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or 25% OF EAD Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.			
I26	52.208-9G01	NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)	(b) Maximum Order. The Contractor is not obligated to honor -			
			(1) Any order for a single item in excess of NO DVD or 150% OF EAD Stock			
I31A	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)	(2) Any order for a combination of items in excess of N/A, or			
I32	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)	(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.			
I32C	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)	(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.			
I35	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	I71	52.216-22	INDEFINITE QUANTITY (OCT 1995)	
I37A	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)	(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days from the date of contract expiration.			
I38B	52.211-9002	PRIORITY RATING DLAD (MAR 2000)	I84BA	52.216-9G11	CORPORATE CONTRACTING PRICE REDETERMINATION-PROSPECTIVE DSCR (MAR 1996)	
				ALTERNATE I		
I50C	52.215-8	ORDER OF PRECEDENCE (OCT 1997)				

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(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies and services ordered before the first effective date of price redetermination [see paragraph (b) of this clause] shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract (paragraph g).

(b) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract award to 365 days after award, and the second and each succeeding period shall extend 365 days from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(c) Data submission.

(1) Not more than 90 days nor less than 60 days before the end of each redetermination period, except the last, the Contractor shall submit proposed prices for supplies or services that may be ordered in the next succeeding period.

(2) The Contractor shall also submit documentation to support the requested price increase/decrease (i.e., commercial price list changes; GSA price changes if items are also on a GSA contract; information other than cost or pricing data; cost or pricing data if same was provided and utilized to determine the original contract prices as fair and reasonable).

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may exercise the option provisions without a price redetermination.

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies or services that may be ordered in the period following the effective date of price redetermination.

(e) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes Clause. For the purpose of paragraph (e) above, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(g) Ceiling prices. Redetermined price(s) will not exceed a 10 percent increase over the preceding ordering period price(s). There will be no limitation on price decreases.

(h) Price reductions. Notwithstanding the provisions of this clause, DSCR will accept contractor-offered price reductions throughout the life of the contract.

**I88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**I88G 252.217-7001 SURGE OPTION DFARS (AUG 1992)**

The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than the amount stated in the schedule; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

**I92BB 52.217-9G15 FLEXIBLE OPTIONS DSCR (JAN 2000) ALT I**

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the base year. It also includes 1 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 90 % of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

**I92F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)**

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.

(b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

(c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

**I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

**I97 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)**

**52.219-9 NOTE:**

(a) Offeror shall indicate in its offer if it has been selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and has a comprehensive subcontracting plan approved under such program.

(b) When this solicitation is awarded to a company

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which has been verified as selected for participation in the test program and as having a comprehensive subcontracting plan approved under such program--			I122	52.222-26	EQUAL OPPORTUNITY (APR 2002)		
(1) The following Section I clauses shall be applicable to the contract:			I125	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)		
252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) DFARS (JUN 1997)		I126	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)		
(2) The following Section I clauses, when included in the solicitation, shall not be applicable to the contract:			I127	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)		
52.219-9	Small Business Subcontracting Plan (JAN 2002)		DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.				
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) DFARS (APR 1996)		Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.				
DSCR (JUN 2002)			Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.				
I102B	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:  http://www.vets100.cudenver.edu  DSCR (DEC 2001)				
NOTE If this solicitation is awarded to a company which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999) is not applicable to the contract.  DSCR (OCT 2000)							
I107	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) DFARS (APR 1996)	I131A	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)		
I118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	(a) 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).				
I119	52.222-3	CONVICT LABOR (AUG 1996)	(b) This information shall also be included on the Material Safety Data Sheet submitted under this contract.				
I120M	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)	MATERIAL IDENTIFICATION NO. (If none, insert 'None')				
I121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	----- ----- -----				
(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.			I133	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)		
(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.			I135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)		
(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.			I137	52.225-8	DUTY-FREE ENTRY (FEB 2000)		
			I138	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)		
			I140	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)		
			I143	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)		
In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither							
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<p>qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:</p> <p>ALL ITEMS</p> <p>I144 252.225-7009 DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DFARS (AUG 2000)</p> <p>(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--</p> <p>(f)(2) Include the following information--</p> <p>(i) Prime contract number, and delivery order if applicable;</p> <p>(ii) Number of the subcontract/purchase order for foreign supplies if applicable;</p> <p>(iii) Identification of carrier;</p> <p>(iv)(A) For direct shipments to a U.S. military installation, the notation:</p> <p>UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --</p> <p>Commander Defense Contract Management (DCM) New York ATTN: Customs Team, DCM-DN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013</p> <p>-- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.</p> <p>(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.</p> <p>(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);</p> <p>(vi) Estimated value in U.S. dollars; and</p> <p>(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.</p> <p>I145 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)</p> <p>(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --</p> <p>Defense Contract Management (DCM) New York ATTN: Customs Team, DCM-DN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013</p> <p>as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:</p>			<p>(1) Delivery order number on the Government prime contract, if applicable;</p> <p>(2) Number of the subcontract/purchase order for foreign supplies, if applicable;</p> <p>(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.</p> <p>I147 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003)</p> <p>I149B 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS DFARS (DEC 2000)</p> <p>I153 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)</p> <p>I156 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)</p> <p>DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above. DSCR (JUN 1992)</p> <p>I157C 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 2001)</p> <p>I158 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)</p> <p>I159 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)</p> <p>I160 52.227-3 PATENT INDEMNITY (APR 1984)</p> <p>I162 52.227-9 REFUND OF ROYALTIES (APR 1984)</p> <p>I177 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)</p> <p>I181 52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)</p> <p>I187 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)</p> <p>I188 52.232-1 PAYMENTS (APR 1984)</p> <p>I189 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)</p> <p>I190 52.232-11 EXTRAS (APR 1984)</p> <p>I193 52.232-17 INTEREST (JUN 1996)</p> <p>I195 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) ALT I ALTERNATE I (APR 1984)</p> <p>I196 52.232-25 PROMPT PAYMENT (FEB 2002)</p> <p>I196B 52.232-25 POPS - PROMPT PAYMENT NOTICE DSCR NOTE DSCR (APR 2000)</p> <p>The following deviation is applicable to FAR Clause 52.232-25:</p> <p>Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:</p> <p>(a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract.</p>				
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(a) (3) (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.			I213	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	
In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:			I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)	
(a) (3) (iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each (EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be submitted on an EA price basis.			I227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)	
I196H 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)			I231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)	
DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order. DSCR (MAR 2000)			I235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)	
I197A 252.232-7004 DoD PROGRESS PAYMENT RATES DFARS (OCT 2001)			I237	52.246-9G14	WARRANTY OF SUPPLIES, EXTENDED (66 MONTHS) DSCR (JAN 1996)	
I199 52.233-1 DISPUTES (JUL 2002)			I237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2002)	
DSCR NOTE:			NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:			
DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.			<a href="http://www.dscr.dla.mil/qap/qaps.htm">http://www.dscr.dla.mil/qap/qaps.htm</a>			
Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)			(a) Configuration management control applies to the item(s) under the contract. The furnished item(s) shall conform to the approved configuration requirements/revision as shown in the Procurement Item Description unless a variation is processed and approved as provided for at (b) below.			
I200 52.233-3 PROTEST AFTER AWARD (AUG 1996)			(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:			
I206 52.242-13 BANKRUPTCY (JUL 1995)			(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.			
I206D 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS DFARS (DEC 1991)			(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.			
The contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the--			(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.			
(a) Transportation Officer, if named in the contract schedule; or			(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.			
(b) Contract administration office.			(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.			
I208 52.243-1 CHANGES FIXED PRICE (AUG 1987)			(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.			
I211 252.243-7001 PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)			(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.			
I211A 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)			I240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)	
			I242	52.248-1	VALUE ENGINEERING (FEB 2000)	
			I244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)	
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I246	52.249-8	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)</b>	<input type="checkbox"/> DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED		
I247	52.249-9000	<b>ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)</b>	<input type="checkbox"/> DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -- <a href="http://www.dscr.dla.mil/qap/CDRLs.htm">http://www.dscr.dla.mil/qap/CDRLs.htm</a>  <input type="checkbox"/> DD 1664 DATA ITEM DESCRIPTION DID is available at -- <a href="http://www.dscr.dla.mil/qap/CDRLs.htm">http://www.dscr.dla.mil/qap/CDRLs.htm</a>  <input type="checkbox"/> DD 1949-1 LSAR DATA SEL SHT  <input type="checkbox"/> DD 1949-2 PROV RQMT STATEMENT  <input type="checkbox"/> DD 2345 TECHNICAL DATA AGREEMENT Form is available at -- <a href="http://web1.whs.osd.mil/icdhome/DDEFORMS.htm">http://web1.whs.osd.mil/icdhome/DDEFORMS.htm</a>  <input type="checkbox"/> DSCR 2375 TECHNICAL MANUAL DISTRBN  <input checked="" type="checkbox"/> DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at -- <a href="http://www.dscr.dla.mil/procurement/mastersol.htm">http://www.dscr.dla.mil/procurement/mastersol.htm</a>  <input type="checkbox"/> QUALITY ASSURANCE PROVISION  <input type="checkbox"/> TECHNICAL DATA TECHNICAL DATA is available at -- <a href="http://www.dscr.dla.mil/tdmd">http://www.dscr.dla.mil/tdmd</a>  <input type="checkbox"/> OTHER:		
<p>The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.</p>					
I248	52.252-2	<b>CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>			
<p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:</p> <p>Federal Acquisition Regulation (FAR) <a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a></p> <p>DoD FAR Supplement (DFARS) <a href="http://www.acq.osd.mil/dp/dars/dfars.html">http://www.acq.osd.mil/dp/dars/dfars.html</a></p> <p>DSCR Master Solicitation organized as follows: <a href="http://www.dscr.dla.mil/procurement/mastersol.htm">http://www.dscr.dla.mil/procurement/mastersol.htm</a></p> <p>Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.</p> <p>Section 2: Full text Quality Assurance Provisions (QAPs)</p> <p>Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).</p> <p>Section 4: Procurement Automated Contract Evaluation (PACE) Instructions</p> <p>Section 5: Full text of Contract Data Requirements List (CDRLs)</p> <p>Section 6: Special Packaging Instruction (SPIs) Drawings</p> <p>Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)</p> <p>DLA site with links to all of the above <a href="http://www.procregs.hq.dla.mil/icps.htm">http://www.procregs.hq.dla.mil/icps.htm</a></p> <p>DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.</p>					
I249	52.252-6	<b>AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)</b>			
<p>(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.</p> <p>(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.</p>					
I249B	52.253-1	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>			
<p><b>SECTION J</b></p> <p>J2 LIST OF DOCUMENTS AND EXHIBITS</p> <p>This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.</p> <p>FORM NO/TITLE ATTACHMENT NO</p> <p><input type="checkbox"/> DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM</p>					
<p><b>SECTION K</b></p> <p>K2 52.203-2 <b>CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)</b></p> <p>(a) The offeror certifies that:</p> <p>(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.</p> <p>(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and</p> <p>(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.</p> <p>(b) Each signature on the offer is considered to be a certification by signatory that the signatory --</p> <p>(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or</p> <p>(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .</p> <p>(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>(ii) As an authorized agent, does certify that</p>					
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the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.

(c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K4A 52.203-11 CERTIFICATION AND DISCLOSURE  
REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS  
(APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K5 52.204-3 TAXPAYER IDENTIFICATION  
(OCT 1998)**

(d) Taxpayer Identification Number (TIN).

☐ TIN (9 Digit Number):

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government Entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other. State Basis.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K5A 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN  
SMALL BUSINESS) (MAY 1999)**

(b) Representation. The offeror represents that it ☐ is a women-owned business concern.

**K6 52.207-4 ECONOMIC PURCHASE QUANTITY -  
SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

## OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K7A 52.209-5 CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS  
(DEC 2001)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its principals -

(A) are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) have ☐ have not ☐, within a

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three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a)(1)(i)(D) of this provision.

(ii) The offeror, has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K8 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ intends, ☐ does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY, COUNTY, STATE ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.

K13B 52.215-6

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

PLACE OF PERFORMANCE	NUMBER OF EMPLOYEES
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-----	-----
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DSCR (DEC 1997)

K15C 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Item	NSN	Com'l Item (Y or N)	SOURCE OF SUPPLY			Actual Mfg.
(1)	(2)	(3)	Company (4)	Address (4)	Part No. (5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K16A 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint

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venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b) (2) of this provision). The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American.

☐ Subcontinent Asian (Asian-Indian), American.

☐ Individual/concern, other than one of the preceding.

K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports

K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file,

☐ has not developed and does not have on file,

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

K30D 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA DFARS (FEB 2000)

K34 52.227-6 ROYALTY INFORMATION (APR 1984)

K37A 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS (AUG 1992)

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location

where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ADDRESS (STREET, CITY, PHONE  
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

ADDRESS (STREET, CITY, PHONE  
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.

ADDRESS (STREET, CITY, PHONE  
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUMBER

## SECTION L

L1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

## DSCR NOTE:

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).

DUNS Number: \_\_\_\_\_

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet. DSCR (DEC 2000)

L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

☐ DX Rated Order; ☐ DO Rated Order

L37B 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L37C 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

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CONTINUATION SHEET		Solicitation Number: SP0412-03-R-3410	PAGE 20	OF 21	PAGES
L53	52.216-1	TYPE OF CONTRACT (APR 1984)	CATEGORY I (same part) [ ] CATEGORY II (similar/equivalent part) [ ] CATEGORY III (new manufacturer) [ ]  To determine the mandatory requirements to submit for CATEGORY I - III parts, the offeror must go to this website www.dscr.dla.mil/sarguide.doc.		
The Government contemplates award of a  [ ] FIRM FIXED PRICE  [ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT  [x] FIXED PRICE/PRICE REDETERMINATION  contract resulting from this solicitation.					
L54	52.217-9002	CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS DLAD (JUN 2001)	L65	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
[ ] Exact Product Applicable to CLIN(s) _____  [ ] Alternate Product Applicable to CLIN(s) _____  (d) CLIN NR. (S) _____  HAVE BEEN PREVIOUSLY FURNISHED OR EVALUATED AND APPROVED UNDER CONTRACT/SOLICITATION NR. _____  DSCR NOTE: In reference to the first sentence of paragraph (g) of the above clause, DSCR defines a reasonable time as 10 calendar days after submittal of contractor's quotation/proposal to DSCR. DSCR (OCT 1998)			L72	52.232-13	NOTICE OF PROGRESS PAYMENTS (APR 1984)
			L75	52.233-2	SERVICE OF PROTEST (AUG 1996)
			(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --  Contracting Officer Defense Supply Center Richmond ATTN: DSCR-JKDF 8000 Jefferson Davis Highway Richmond, VA 23297-5000		
			by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.		
L55	52.217-9003	MANUFACTURING OR PRODUCTION INFORMATION DLAD (FEB 1996)	L75B	52.233-9000	AGENCY PROTESTS DLAD (SEP 1999)
			Companies protesting this procurement may file a protest		
			1. with the contracting officer,  2. with the General Accounting Office, or  3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.		
L58	52.217-9G04	FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS DSCR (SEP 2002)	Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.		
(a) If an item other than that cited in the Procurement Identification Description (PID) is offered under provision 52.217-9002, (Sec L), of this solicitation, this provision specifies the Government's requirements for additional documentation needed to evaluate whether the offered item meets the requirements for the Critical Application Item (CAI) and/or Flight Safety Critical Application Part (FSCAP) identified in the PID. The guidance herein is also intended to assist offerors in determining what documentation is needed to insure an adequate and timely evaluation of the source manufacturing the item - namely, a source approval request (SAR). The offeror shall determine which category applies. The specified documentation for that category, as well as that specified for all categories at subparagraph (b), shall be submitted in support of the manufacturing process.			DSCR NOTE:  Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency- level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.		
(1) CATEGORY I - Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD).  (2) CATEGORY II - Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)  (3) CATEGORY III - New manufacturer. The exact or similar item has not been previously provided to the OEM or DoD  (b) Requirements for all CATEGORIES in addition to the below checklist.  (1) Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.  (2) Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.  (c) The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.			L75BC	52.233-9001	DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION DLAD (JUN 2001)
CONTINUED ON NEXT PAGE					

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(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ( ). Alternate wording may be negotiated with the contracting officer.

L77 252.242-7000 POSTAWARD CONFERENCE  
DFARS (DEC 1991)

L79A 52.245-9G16 USE OF GOVERNMENT OWNED SPECIAL  
TOOLING OR TEST EQUIPMENT  
DSCR (JAN 1996)

L82 52.252-1 SOLICITATION PROVISIONS  
INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

- Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
- Section 2: Full text Quality Assurance Provisions (QAPs)
- Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
- Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
- Section 5: Full text of Contract Data Requirements List (CDRLs)
- Section 6: Special Packaging Instruction (SPIs) Drawings
- Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above <http://www.procregs.hq.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

L83 52.252-5 AUTHORIZED DEVIATIONS IN  
PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of

'(Deviation)' after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

## SECTION M

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY  
CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS  
(JUL 1990)

M19D 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY  
EVALUATION DFARS (MAR 1998)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

[ ] YES [ ] NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[ ] YES [ ] NO

(2) Has the duty on such foreign supplies been paid?

[ ] YES [ ] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ \_\_\_\_\_

M29 52.247-50 NO EVALUATION OF TRANSPORTATION  
COSTS (APR 1984)

M33 52.247-9G21 BASIS FOR SUBMISSION AND  
EVALUATION OF OFFERS  
DSCR (JAN 1996)

(a) Offers are invited on an f.o.b. destination basis for items ALL , . Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items N/A , .

(c) Offers are invited on an f.o.b. origin basis for items N/A , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

SEQ	NSN	NOMENCLATURE	MINIMUM BUY	AMC	AMSC	Vendor Demand Base Years (1-3)	Base Years (1-3) Pricing	Vendor Demand in Option 1 (Year 4-5)	Option 1 (Years 4-5) Pricing
1	5940000506213	TERMINAL LUG	104	3	H	743		830	
2	594000831705	TERMINAL LUG	80	3	C	550		644	
3	6610002244252	VIBRATOR,ALTIMETER	2	3	H	18		12	



SEQ	NSN:	D1:	D2:	D3:	D4:	D5:	D6:	TOTAL QTY	PRICE
3	6610002244252	1	1	1	1	1	1	6	

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**1.0 SCOPE**

The purpose of this effort is to create and implement a Strategic Materials Sourcing Initiative (SMS), to improve supply availability for 3 parts listed in Attachment 1. The SMS contract will implement a concept undertaken by the Defense Logistics Agency (DLA) to improve readiness and increase customer support and satisfaction.

The Contractor shall function as a source of supply for the parts shown in Attachment 1. The Government may issue up to seven awards. Awards will be based on a line item evaluation. Delivery Orders will be issued electronically through the use of the Paperless Ordering Placement System (POPs) as described in Section 3.5. All parts shall be delivered to the DLA Depots. The contract period of performance will cover five (5) years, consisting of a three-year (36 month) base period and one, two-year (24 month) option period. The proposed contract will be fixed price.

**1.1 Deletion of Obsolete Items**

NSN's will be deleted from the contract by mutual agreement when parts become obsolete. Deletion of items under this provision will not be actionable under the Termination for Convenience provision of this contract.

**1.2 Substitution of Replacements for Obsolete Items**

The Contractor or the Government may identify replacement items for items, which become obsolete and are deleted (or scheduled for deletion) under Paragraph 1.1. By mutual agreement such replacement items may be added to the contract temporarily, affording support for the items until the Government can solicit and award a contract for them.

**2.0 REQUIREMENTS**

The Contractor shall provide worldwide spare parts listed in Attachment 1. The Contractor is required to deliver spare parts to DLA Distribution Depot (stock) location in Richmond, VA, F.O.B. Destination as specified in each Delivery Order. Individual DO's will be issued using Electronic Data Interchange (EDI) transactions or manually on a DD Form 1155. Manual DD Form 1155s will be used on DOs that exceed \$99,999. The obligations of the parties and terms of this contract will remain in effect for any DO that remains open after the expiration of the final ordering period.

**3.0 APPLICABLE DOCUMENTS**

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The following documents are applicable to this SOW and attached appendices to the extent specified herein.

**3.1 Department of Defense Standards**

- DoD 4000.25-1-M, Military Standard Requisitioning and Issue Procedures (MILSTRIP) (change 4, 12 Jun 1990)
- DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) (change 4, 15 Apr 1996)
- DoD 4100.39-M, Vol 10, Table 53, Unit of Issue
- DoD 4100.39-M, X-4, Precious Item Indicator Code
- DoD 4140.1-R, DoD Material Management Regulation
- DoD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP)
- DLA Customer Assistance Handbook
- DLAM 4130.3, Vol II, Part 12, App. A44 and A50, Rights in Data, Quality Product List
- DLAH 4140.2, Vol II (Part 1) A-47
- DLAR 4145
- DoD Hazardous Material Information System (HMIS)

**3.2 Non-Government Standards and Other Publications**

- American National Standards Institute (ANSI) X-12 (3050 Implementation Convention)
- ISO 9001 Quality Systems

**3.3 Access to Technical Data Packages**

The 3 NSNs on this solicitation must be acquired directly from the actual manufacturer.

The Government does not have technical data packages and drawings.

In some cases where the NSN must meet “Export Control” requirements, the Contractor must obtain “Export Control” authorization prior to submission of the proposal. Contractors are required to complete form DD2345, Export Control Access to obtain Export Control authorization.

**4.0 IMPLEMENTATION AND EXECUTION**

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Execution of this contract shall begin immediately after contract award. Manual Delivery Orders may be issued until the system interface and connectivity is established.

**4.1 Information Technology (IT) Requirements**

The Contractor's information systems shall be fully integrated with the Government IT systems within 60 days after contract award. The Contractor shall establish interface capability with DLA's Standard Automated Materiel Management System (SAMMS) and Defense Automatic Addressing System (DAAS). The Contractor must be capable of sending, receiving, and processing the ANSI X 12 transaction sets, version 3050 listed below and must have an electronic mailbox on a Defense Automatic Addressing System Center (DAASC) certified Value Added Network (VAN).

850	Purchase/Delivery Order
856	Shipment Notice
997	Functional Acknowledgement
810	Invoice

The functional acknowledgement (997) and shipment notice (856) transactions will be used to track performance metrics. The 997 transactions will evidence that the vendor has received a document and will establish the order issue date. The 856-transaction set will evidence the order shipment date of material for measuring Contractor Processing Time (CPT) and Time-on-Backorder (TOB). The Contractor shall comply with clause (C3) 52.211-9G33 (POPS- Computer Compatibility).

The Contractor may be required to interface with the Government's Global Transportation Network (GTN) to enable the government to track and trace Contractor shipments. The Contractor, if required, shall provide the GTN an appropriate electronic data transaction set in ANSI X-12 EDI standard to enable the government to track shipments by TCN.

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**Future System Capabilities**

It is possible that during contract performance, interface with Government information systems related to the Business System Modernization (BSM) will become necessary. Should the Government upgrade its information systems, the Contractor will be given a minimum of 60 days advance notice. The Contractor must be capable of establishing interface capability with BSM systems within 60 days of the issue date of the notice. The Government will negotiate an equitable adjustment with the Contractor based on the impact of any proposed system upgrades under BSM. The notice may be sent to the Contractor by email.

**4.2 Delivery Orders**

The Contractor shall acquire parts, manufacture the item or arrange for the manufacturing process, and/or carry a level of inventory to ensure parts are delivered within the prescribed production lead times. The Contractor shall ship the entire quantity ordered on or before the required contract delivery date specified in the DO. Phased deliveries are unacceptable.

From time to time, the Government will need to accelerate the delivery of specific parts. In these instances, the Government and the Contractor will negotiate a mutually agreeable delivery date. Delivery shall be FOB destination. The Contractor shall consolidate shipments from the same source to the same destination whenever possible.

**4.3 Backorders**

A backorder on this contract is defined as any requisition exceeding the Contractor Processing Time (CPT) metric specified in Section 7.1 of this SOW. The Contractor shall expedite delivery services for all backordered items to ensure customer requirements are met. The Contractor shall ensure that all requisitions identified as backordered are filled within the applicable time on backorder metric in Section 7.2.

**4.4 Place of Delivery**

The Contractor shall deliver directly to the DLA distribution depot as designated on each DO.

**4.5 Cancellations**

Written requests for delivery order cancellations will be sent to the Contractor electronically via email. Within 2 working days after receipt of a request for cancellation,

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the Contractor shall inform the Government if there will be any cancellation costs. If the Government requests further information, the Contractor shall, within 7 days, provide the Government with the actual cancellation cost for the order. The Government shall respond back to the Contractor within 7 days.

**5.0 QUALITY PROGRAM**

The Contractor shall establish, implement, document, and maintain a quality system that ensures conformance to contractual requirements and meets, as a minimum, the requirements of ISO 9001:2000 or an equivalent quality system model. A reliable quality control plan must include provisions for maintaining quality of any subcontractor. In accordance with FAR clause (E3) 52.246-2, the Government reserves the right to perform random sample inspections at the Contractor's performance locations and the Government customers' destination to verify product conformance and facilitate customer service. If the Contractor chooses to propose a quality system equivalent to ISO 9001-2000, Clause (E5) 52.246-11- Higher Level Quality Requirements, must be filled out and the instructions in Section L pertaining to the provision of additional information must be followed.

**5.1 Configuration Management Control**

Configuration Management Control may applies to NSN's under the contract. The Contractor shall furnish parts that conform to the Engineering Support Activity (ESA) approved configuration requirements/revision. The PID shall be accessible electronically for contract NSN's. The Contractor shall review this information and ensure full compliance with clause (I237G) 52.246-9G36. Request for variations, deviations and/or changes shall be submitted to the Principle Contracting Officer (PCO) to obtain approval from the ESA. Sources of supply not approved by the ESA to manufacture critical items must submit required documentation to the PCO to obtain ESA approval prior to Government acceptance of those manufactured parts. Submittals must be made in a timely manner to not affect required delivery performance. Failure or delay of approval does not excuse performance in accordance with the performance metrics specified herein.

**5.2 First Article Test (FAT)**

First Article testing does not apply.

**5.3 Packaging and Marking**

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Each DO will specify the packaging and marking instructions. Higher-level packaging requirements in accordance with MIL-STD-2073 may apply. All items shall be marked in accordance with MIL-STD 129 unless otherwise specified in the DO. Hazardous items and shelf life items, as cited in the PID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD 129 and clauses cited in the appendix to the matrix. The Contractor is required to package material in accordance with Quantity Unit Pack (QUP) specified in MIL-STD-2073 and the Unit of Issue (UI).

**6.0 MYLARS**

The Government will identify any Mylar (stable base drawing) requirements in the Quality Matrix in Attachment 4. If Mylars are required, the Contractor shall comply with clause (I173) 52.227-9G07.

**7.0 PERFORMANCE METRICS**

The Contractor's performance shall be evaluated in accordance with the metrics specified below, which measure delivery performance. Performance metric calculations shall begin 90 days after contract award and will be measured monthly thereafter. The first metrics assessment will be at the end of month six after contract award and will include the evaluation of months three through six. The second metrics assessment will be 12 months after contract award and will include the evaluation of months seven through eleven. Metrics assessments will be held every twelve months thereafter (i.e. at month 24, evaluating months 12 through 23; at month 36, evaluating months 24 through 35, etc.) Although there is not a specific incentive plan for stock items, metrics performance will weigh heavily in the decision to exercise an option to the contract. Performance metrics will be based on calendar days.

**7.1 Contractor Processing Time (CPT)**

CPT is defined as the number of days from the delivery order issue date (DO/ID) to the date that the total quantity ordered was shipped. CPT delivery requirements shall apply to, and be enforceable for, each DO individually. The delivery date for each DO will be the negotiated production lead-time (PLT) for that specific NSN ordered. In the aggregate, DLA Stock orders shall meet the appropriate CPT performance required in the table below.

$CPT = (\text{Ship Date}) - (\text{DO/ID})$

Percentage of DO's Meeting Metric =

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(DO's Due During the Evaluation Period & Shipped w/in CPT Metric)  
 (Open DO's Due Before the End of the Evaluation Period)

**Table 7.1 Contractor Processing Time**

<b>CPT Metrics</b>	<b>Days</b>	<b>% of DO's Meeting Metric</b>
Effective 3 <sup>rd</sup> -6 <sup>th</sup> month after contract award	PLT for each NSN	90
Effective 7th-11th month after contract award	PLT for each NSN	92
Effective 12 months after contract award	PLT for each NSN	95

**7.2 Time on Backorder**

Time on backorder (TOB) is the delivery order (DO) ship date minus DO due date. Requisitions will be considered a backorder when the total requisitioned quantity has not been delivered by the CPT delivery requirement. In order for the Contractor to meet the TOB, the backorder shall not exceed the maximum days shown in Table 7.2. The backorder clock starts after the CPT metric has expired. Delivery orders will be measured individually against this metric.

TOB = (Ship Date) – (Due Date to Meet CPT Metric)

TOB % Meeting Metric =

(BO's Due During the Evaluation Period & Shipped w/in TOB Metric)  
 (Open DO's Due Before the End of the Evaluation Period)

**Table 7.2 Time on Backorder**

<b>Time on Backorder Metric</b>	<b>Maximum # of Days</b>	<b>TOB % Meeting Metric</b>
Effective 3-6 months after contract award	30	90
Effective 7-11 months after contract award	25	92
Effective 12 months after contract award	20	95

**7.3 Exceptions from Performance Metrics**



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Delivery orders for Foreign Military Sales (FMS), Special Tooling, and First Articles are exempt from all performance metrics. Delivery Orders requiring Mylars will also be exempt. In all other cases, the Contracting Officer will make the final determination on whether an item will be exempt from the performance metric.

**8.0      CONTRACT CLOSEOUT**

Contract closeout is the six-month (180 day) period before the expiration of the contract, after options has been exercised or execution of one of the termination clauses on the contract. During this period of time, the Government will address any issues including, but not limited to, special tooling, invoicing, and property issues. DLA reserves the right to extend the contract up to six months after the expiration of the contract to ensure continuity of supplies during the transition period. The transition period is the period of time starting from contract closeout to the implementation of the next contract after all option periods have been executed. In no case shall the Government require the Contractor to make any deliveries under this contract after 365 days from the date of contract expiration as specified in FAR clause 52.216-22, Indefinite Quantity.

SEQ	NSN	ICP	PC	NOMENCLATURE	FMS	PIC	UI	SHLF LIFE	HAZARDOUS	CIC	PRECIOUS METALS	TECH MNL REQD CD	LIFE SUPPORT EQUIPMENT	FIRST ARTICLE TESTING	GOV FRSH TLING	GFM IND	GOV FRSH PROP	QAP	MYLARS	EXPORT CONTROL
1	594000506213	S9G 05	05	TERMINAL,LUG	C	PG	0	0		Y	U			N				13873 QAP-001		
2	594000831705	S9G 05	05	TERMINAL,LUG	C	HD	0	0		Y	A			N				13873 QAP-001		
3	6610002244252	S9G 07	07	VIBRATOR,ALTIMETER	2	EA	0	0		Y				N				13873 QAP-001		

Attachment 5  
Solicitation Number: SP0412-03-R-3410  
Contractor Questionnaire -- Past Performance

Instructions: The use of this questionnaire is optional. Offerors, who want to submit past performance information on a voluntary basis, may use this form. Offerors who have no ABVS scores must complete this questionnaire, if requested by the Contracting Officer.

1. Contract Number:
2. Contractor (Name, Address, Zip Code, Phone Number)
3. Type of Contract (i.e. FFP, FPIF, FPAF, or Cost):
4. Dollar Value, including option periods: \$
5. Contract Period of Performance: # Years in Base Period ____ #of Years in Option Period ____ Completion Date _____
6. Description of the Work:
7. Describe Delivery or Contract Performance Metrics Stated in this Contract and state if you met the metrics:

Attachment 5  
Solicitation Number: SP0412-03-R-3410  
Contractor Questionnaire -- Past Performance

9. Contract Reference:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

LIST OF PART NUMBERS FOR EACH NSN

SEQ	NSN	NIIN	CAGE	NAME	PRT_NUM
1	5940000506213	000506213	56501	THOMAS AND BETTS CORP	C77
2	5940008331705	008331705	14726	ELECTRO TERM INC	BS24042S
3	6610002244252	002244252	21856	CENTROID INC	1284